



City Council Memorandum

To: Mayor Fasbender & City Council Members

From: David D. Wilske, Chief of Police

Date: May 1st, 2023

Item: Dakota County Electronic Crimes Unit Joint Powers Agreement - 2023

Council Action Requested:

Approval of attached joint powers agreement extending and amending that which commenced January 1, 2023 and runs through 2028.

Background Information:

The Hastings Police Department executed an agreement between the Dakota County's Electronic Crimes Task Force and the City of Hastings on December 15, 2014 in order to support and establish an organization to coordinate efforts to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities. This agreement involves twelve (12) agencies within Dakota County, including the Dakota County Sheriff's Office. Hastings Police Department's involvement in the "**Task Force**" assists us in conducting investigations involving technology such as cellular devices and computers and more quickly complete computer forensics in these cases.

The Joint Powers Agreement was reviewed and approved as to form by Hastings City Attorney Kori Land.

Financial Impact:

\$18,300.00 annually, commencing January 1, 2023, which was included in the 2023 budget.

Advisory Commission Discussion:

None

Council Committee Discussion:

Finance Committee

Attachments:

Joint Powers Agreement

**DAKOTA COUNTY ELECTRONIC CRIMES TASK FORCE
JOINT POWERS AGREEMENT**

VIII-15

The parties to this Agreement are units of government responsible for the enforcement of criminal laws in their respective jurisdictions. This Agreement is made pursuant to the authority conferred upon the parties by Minnesota Statutes, Section 471.59.

NOW THEREFORE, the undersigned governmental units, in the joint and mutual exercise of their powers, agree as follows:

1. **Name.** The parties hereby establish the Dakota County Electronic Crimes Task Force (“Task Force”).
2. **General Purpose.** The purpose of this Agreement is to establish an organization to coordinate efforts to investigate illegal activities related to the use of electronic devices, the Internet, and materials transmitted or used in electronic form and the prosecution of those conducting such illegal activities.
3. **Parties.** The parties to this Agreement are the following units of government:

City of Apple Valley	City of Mendota Heights
City of Burnsville	City of Rosemount
City of Farmington	City of South St. Paul
City of Hastings	City of West St. Paul
City of Inver Grove Heights	County of Dakota
City of Lakeville	Dakota County Drug Task Force

(Individually or collectively “member(s)” or “party(ies)”)

4. Administrative Board.

4.1 **Creation and Composition.** A joint powers board, known as the Electronic Crimes Task Force Administrative Board (“Board”), is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Board shall consist of one member from each of the law enforcement units of government that participates in the Task Force, appointed by their respective police chief or sheriff. Board members appointed by police chiefs and the sheriff must be full-time supervisory peace officers of their jurisdiction or office. The police chief or sheriff may appoint an alternative member to attend Board meetings if the appointed member is unavailable. Alternates must be full-time supervisory peace officers from their jurisdiction or office. Board members shall not be deemed employees of the Task Force and shall not be compensated by it. At the discretion of the Dakota County Attorneys, the Dakota County Attorney’s Office shall serve the Board in an advisory capacity and shall be designated legal counsel on behalf of the Board and Task Force. The fiscal agent shall maintain a roster of current Board members and appointed alternates.

4.2 **Terms.** Board members and alternates shall serve at the pleasure of their respective police chief or sheriff. In the event that any Board member shall be removed by the appointing agency, the vacancy shall be filled by the appropriate appointing agency.

4.3 **Officers.** ~~At its initial meeting in January 2018, the Board shall elect from its members (but not alternates) a chair, a vice-chair and a secretary/treasurer, and such other officers as it deems necessary to conduct its meetings and affairs. At its first meeting each calendar year, in January of each subsequent year~~ the Board shall meet and elect from its members a chair, a vice-chair, a secretary/treasurer, and

such other officers as it deems necessary to conduct its meetings and affairs. Officers shall serve for a term of one (1) year or until the officer ceases to be a board member, whichever is shorter. VIII 19

4.4 **Meetings.** The Board shall meet in January of each year and shall have other regular and special meetings at such times and places as the Board shall determine. Special meetings may be held on three (3) days' notice by the chair or any two (2) board members; except that a special meeting to consider adoption of or amendments to the Board's operating rules pursuant to Section 6.1 shall require ten (10) days' notice. The presence of two-thirds (2/3) of the Board members at a meeting shall constitute a quorum.

4.5 **Voting.** Each Board member shall be entitled to one vote. If a Board member is unable to attend a meeting, the duly appointed alternative may attend and vote. Proxy voting is not permitted. The Board shall function by a majority vote of the board members, or alternates, present.

5. Duties of the Administrative Board.

5.1 The Board shall formulate a program to carry out its purpose.

5.2 The Board shall coordinate intelligence between the members and the Task Force and cooperate with other local, state, and federal law enforcement agencies to accomplish the purpose for which it is organized.

5.3 The Board shall keep proper and adequate books of accounts showing all its receipts and disbursements by date, source, and amount. It shall have prepared an independent audit of the books and accounts of the Task Force and shall provide an audit report to its members if any member requests a financial audit of the Task Force.

5.4 The Board shall keep proper minutes of all its proceedings.

5.5 The Sheriff's Office shall provide annually a year-end review/expenditure report of the Task Force's activities.

5.6 The Board shall establish performance and quality control measures and periodically monitor those measures, to include Task Force investigatory practices and policies.

6. Powers of the Administrative Board.

6.1 The Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.2 The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may authorize the chair of the Board to enter into and execute those contracts.

6.3 The Board may sue and be sued.

6.4 The Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the parties to this Agreement.

6.5 The Board may apply for and accept gifts, grants or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for

any of its purposes; enter into any agreement in connection therewith; and hold, use and dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.

6.6 The Board may cooperate with other federal, state and local law enforcement agencies to accomplish the purpose for which it is organized.

6.7 The Board shall purchase and maintain public liability insurance coverage, with ~~a limits consistent with Minnesota Tort Caps of at least \$1,500,000 per occurrence, under standard liability coverage forms,~~ and such other bonds and insurance as is deemed necessary for the protections of the Board, its members, representatives, officers, agents and employees. The exercise of such authority by the Board shall not be construed as a waiver or modification of the limitations, defenses and immunities of liability contained in Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a or other applicable law. Insurance coverage procured through the League of Minnesota Cities Insurance Trust will meet the requirements of this paragraph.

6.8 The Board may hold such other property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in this Agreement.

6.9 To the extent allowed by law, establish and collect fees, including user fees, for services performed by the Task Force, the Board or its members.

6.10 The Board may create a policies and procedures manual for use by the Task Force and review the same annually. If a policy or procedure adopted by the Board conflicts with a policy or procedure of a member, that member's policy or procedure shall apply to any agent assigned by that member to the Task Force.

6.11 The Board may retain legal counsel to advise the Board and provide civil legal services.

6.12 The Board may recommend changes in this Agreement to its members.

7. Budgeting and Funding.

7.1 By April 30 of each year the Board shall prepare and adopt a budget for the following year and may amend the same from time to time.

7.2 The members intend to fund the cost of operating the Task Force through member contributions of funds, officers and staff and by obtaining grant funds and restitution, if available. ~~For 2018, the cities of Hastings, Farmington, Inver Grove Heights, Mendota Heights, Rosemount, South St. Paul and West St. Paul and the Dakota County Drug Task Force each shall pay \$18,000 to the Task Force fiscal agent to be deposited in the Task Force account. Members may also contribute the services of a licensed peace officer(s) and staff as determined by the Board. For 2018, the cities of Apple Valley and Burnsville shall contribute the services of one full-time licensed peace officer and the city of Lakeville shall contribute the services of a license peace officer as determined by the Board. For 2018, Dakota County shall contribute the services of one full-time and one part-time (50%) licensed peace officers and two full-time staff and shall commit to housing the Task Force within a County facility.~~

By April 1 of each subsequent year, prior to the adoption of an annual budget for the following year, the Board will determine the amount of financial contribution and contribution of services by each member so that the adopted budget will be adequately funded and organizational objectives met. Any member may object to a proposed payment as excessive relative to the adopted budget. If a member's objection cannot be resolved, the Board may adopt a revised budget to accommodate the member's objection or an amendment to this Agreement approved by all members shall be executed by each member's

governing body. The Board shall determine the amount of financial contribution and/or contribution of services by members and any new members. VIII 19

7.3 If the Board incurs any liability for damages arising from the services performed under this Agreement, the amount of damages shall be assessed equally amongst the members. Nothing herein shall be construed as a waiver or modification of the limitations, defenses and immunities as fully described in Section 10.

7.4 The Board shall adopt a budget based upon grant funds received, member financial contributions and money made available from other sources. The Board may amend the budget as needed to reflect revenue and expenditure changes.

7.5 Dakota County shall serve as the fiscal agent of the Task Force and shall account for all funds received pursuant to this Agreement according to generally accepted accounting principles. The fiscal agent shall forward reports on Task Force receipts and disbursements to the members on a regular basis. Fiscal agent responsibilities shall include, but not be limited to: management of all funds, including member contributions and grant monies, payment for contracted services and relevant bookkeeping and recordkeeping. No payment on any invoice for services performed by any person providing services in connection with this Agreement shall be authorized unless approved by the Board chair, vice-chair or secretary/treasurer.

7.6 The members agree to contribute their financial contributions, grant funds and dedicated licensed peace officers required to operate the Task Force.

7.7 All funds shall be accounted for according to generally accepted accounting principles. The secretary/treasurer shall make a quarterly financial report of all expenditures and receipts, and current fund balances to the Board.

7.8 The Board may not incur debt.

7.9 The Board's obligation to reimburse members for any expense, furnish equipment, pay for staffing and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement, staffing and/or other expenditures.

8. Agents.

8.1 Each member shall inform the Board in December of each year of the identity of the licensed peace officers to serve as Agents for the Task Force ("Agents") for the following calendar year. The chief law enforcement officer for that member shall have the responsibility for determining the identity of their assigned officer(s). The number of licensed peace officer(s) per member allowed to serve as Agents for the Task Force must be approved in advance by the Board.

8.2 Agents will be responsible for the investigation of illegal activities related to or involving the use of electronic devices, the Internet, and materials transmitted or used in electronic form, including case development and handling and processing of evidence. To the extent permitted by law, Agents will work cooperatively with assisting agencies, including sharing information acquired by Agents pursuant to this Agreement.

8.3 Agents are not employees of the Task Force. Agents shall remain employees of the member that has assigned them to the Task Force and shall be compensated by that member. Each party to this Agreement shall be responsible for injuries to or death of its own personnel. Each party shall maintain workers' compensation coverage or self-insurance coverage covering its own personnel while they are providing assistance as a member of the Task Force. Each party to this Agreement waives its right to

sue any other party for any workers' compensation benefits paid to its own employee or their dependents even if the injury is caused wholly or partially by the negligence of any other party, or its officers, employees or agents.

8.4 The member appointing the Agent shall furnish the Agent with all standard department issued equipment necessary to perform all functions of the Agent. Agents' computers must meet Dakota County standards. Each member shall be responsible for damages to or loss of its own equipment. Each member waives the right to sue any other member for any damages to or loss of its equipment, even if the damages or loss were caused wholly or partially by the negligence of any other member or its officers, employees or agents.

8.5 The members shall maintain the officer positions hired to replace the officer assigned to the Task Force, or maintain the full-time equivalent or half-time equivalent staffing assigned to the Task Force as described in Sections 7.2 and 8.1.

9. Indemnification. The Task Force is a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Task Force shall defend and indemnify the parties, and their officers, employees, and agents, from and against all claims, damages, losses, and expenses, including attorney fees, arising from Task Force activities or operations, and decisions of the Board.

Nothing in this Agreement shall constitute a waiver of the statutory limits on liability set forth in Minnesota Statutes, Chapter 466, or a waiver of any available immunities or defenses.

To the fullest extent permitted by law, action by the parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a), provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of another party.

Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or agents of any party for any act or omission for which the officer, employee, or agent is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Any excess or uninsured liability shall be borne equally by all the parties, but this does not include the liability of any individual officer, employee, or agent which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

10. Insurance. The Board shall purchase general liability insurance for activities of the Task Force as described in Section 2. Such insurance shall name each member as an additional insured. By purchasing insurance, the members do not intend to waive, and this Agreement shall not be interpreted to constitute a waiver by any member of limitations on liability or immunities provided by any applicable Minnesota law, including Minnesota Statutes, Chs. 466 and 471. The cost of the general liability insurance shall be paid from funds of the Task Force.

11. Task Force Supervisory Oversight. The Dakota County Sheriff's Office will provide supervisory oversight of Task Force operations including case assignments, record keeping, intelligence management, management of all property seized, and the execution of stings, arrests, search warrants and similar operations performed by the Agents.

The members of this Agreement are not liable for the acts or omissions of the other members of this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other members.

12. Additional Parties. Any additional unit of government may become a party to this Agreement by adopting a resolution declaring its intention to do so and by entering into this Agreement, as it may be amended from time to time, provided that the parties have entered into an amendment pursuant to Section 13 approving such additional member. Such amendment shall be substantially in form of Exhibit A, attached hereto and incorporated by reference.

13. Amendments. Any amendment to this Agreement must be in writing and executed by all of the parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. All counterparts and amendments shall be filed with the fiscal agent.

15. Effective Date. This Agreement shall take full effect upon execution by the parties on January 1, 2018. Members may execute this Agreement in counterparts and need not sign the same original document. The signed Agreement shall be filed with the Board's designated fiscal agent, who shall notify all members in writing of its effective date. The fiscal agent shall also notify all parties of additional parties added pursuant to Section 12 and parties withdrawing pursuant to Section 16.3.

16. Termination and Withdrawal.

16.1 Termination Date. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

- When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- When a majority of members agree by resolution to terminate the agreement upon a date certain; or
- On December 31, 202~~28~~, unless extended by agreement of all of the members.

16.2 Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the members during the term of this Agreement. Each member shall be liable for its own acts and for the acts of the Board to extent provided by law. With the exclusion of technology equipment contributed and owned by any member, upon termination of this Agreement all property of the Task Force shall be sold or distributed to the members in proportion to their respective financial and staff contributions to the Task Force since its inception. Parties who effectively withdraw from this Agreement will not be entitled to any return of their financial contributions.

16.3 Withdrawal. Without the necessity of approval from the parties' governing bodies, any party may withdraw from this Agreement upon 60 days' written notice to the Board. The Board shall notify the members pursuant to Section 17 of the receipt of a withdrawal notice. Equipment acquired by an Agent or member as a result of training or other activities paid or sponsored by the Task Force shall remain the property of the Task Force upon withdrawal of that member from the Task Force.

16.4 Effect of Withdrawal. Withdrawal by any member shall not terminate this Agreement except as provided in Section 16.1. Withdrawal shall not act to discharge any liability incurred by or chargeable to the member prior to the effective date of withdrawal. Such liability shall continue until discharged by law or agreement. No member shall be entitled to a refund of administrative or operating funds paid or forgiveness of such funds owed to the Board.

17. **Notice.** Notice of withdrawal shall be provided by first class mail to the following and to any additional members added pursuant to Section 12:

Apple Valley Chief of Police
7100 147th Street West
Apple Valley, MN 55124

Mendota Heights Chief of Police
1101 Victoria Curve
Mendota Heights, MN 55118

Burnsville Chief of Police
100 Civic Center Parkway
Burnsville, MN 55337

Rosemount Chief of Police
2875 145th Street West
Rosemount, MN 55068

Farmington Chief of Police
19500 Municipal Drive
Farmington, MN 55024

South St. Paul Chief of Police
125 3rd Avenue North
South St. Paul, MN 55075

Hastings Chief of Police
150 3rd Street East
Hastings, MN 55033

West St. Paul Chief of Police
1616 Humboldt Avenue
West St. Paul, MN 55118

Inver Grove Heights Chief of Police
8150 Barbara Avenue
Inver Grove Heights, MN 55044

Dakota County Sheriff
Law Enforcement Center
1580 Highway 55
Hastings, MN 55033

Lakeville Chief of Police
9237 183rd Street
Lakeville, MN 55044

Dakota County Drug Task Force
P.O. Box 21304
Eagan, MN 55121-0304

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes, Section 471.59.

Approved by the City Council

CITY OF APPLE VALLEY

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF BURNSVILLE

VIII-15

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF FARMINGTON

VIII-15

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council
Date: _____

CITY OF HASTINGS

VIII-15

By: _____
Date of Signature: _____

Attest: _____
Date of Signature: _____

Approved by the City Council

CITY OF INVER GROVE HEIGHTS

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF LAKEVILLE

VIII-15

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF MENDOTA HEIGHTS

VIII-15

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF ROSEMOUNT

VIII-15

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF SOUTH ST. PAUL

VIII-15

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

Approved by the City Council

CITY OF WEST ST. PAUL

VIII-15

Date: _____

By: _____

Date of Signature: _____

Attest: _____

Date of Signature: _____

DAKOTA COUNTY DRUG TASK FORCE

Approved by the Board
Date _____

By: _____
Date of Signature: _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to form:

By: /s/ Helen R. Brosnahan
Assistant County Attorney
Date of Signature: 4/24/18

KS-17-185-1

COUNTY OF DAKOTA

Approved by Dakota County Board
Resolution No.: 18-028

By: _____
Date of Signature: _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Approved as to form:

By: /s/Margaret M. Horsch
Assistant County Attorney
Date of Signature: 1/22/18

KS-2017-185

CONTRACT\2017\KS17-185 DakotaCtyElectronicCrimesTaskForce JPA.docx

EXHIBIT A

Amendment to Dakota County
Electronic Crimes Task Force
Joint Powers Agreement

Whereas, on or about January 1, 2018, the County of Dakota, the Dakota County Drug Task Force and the cities of Apple Valley, Burnsville, Farmington, Hastings, Inver Grove Heights, Lakeville, Mendota Heights, Rosemount, South St. Paul and West St. Paul (“Parties”) entered into a joint powers agreement establishing the Dakota County Electronic Crimes Task Force (“Agreement”); and

Whereas, the Parties desire to amend the Agreement to add _____ as a party to the Agreement; and

Whereas, _____ as a governmental unit of the State of Minnesota, through its duly elected governing body, has adopted a resolution approving the Agreement and authorizing its _____ to execute the same; and

Whereas, the Agreement provides that any amendments to the Agreement must be in writing and executed by all of the Parties.

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree to amend the Agreement as follows:

1. Section 3 Parties to include _____ as a party to the Agreement.
2. Section 7.2 Budgeting and Funding to provide that _____ shall contribute _____ for the initial calendar year of membership.
3. All other terms of the Agreement shall remain in force and effect unless otherwise amended in accordance with the terms of the Agreement.

In Witness Whereof, the Parties have executed this Amendment to the Agreement on the dates indicated below.